



State of Delaware
Department of Natural Resources and Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

MEMORANDUM

TO: All Prospective Tent Vendors
FROM: Kerri L. Bennett
DATE: November 20, 2009
RE: Certified Tent Vendors for Delaware State Parks

Delaware State Parks are used by many large groups for events such as weddings, company and family picnics, special occasions and public events. Whether these activities occur in a picnic area, pavilion, on the beach or at one of our special event and meeting facilities, we hope your company will be interested in providing this service to enhance our customer's celebration.

If you are interested in being placed on the tent vendors list after you have viewed the contract and terms and conditions or have any questions associated with this program, please contact Kerri L. Bennett of the Director's Office at 302-739-9206.

We look forward to working with you to offer park visitors a memorable experience in Delaware State Parks.



We're saving a place for you...

**CONTRACT
BETWEEN
THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION
AND
CERTIFIED TENT VENDORS
FOR
PROVIDING TENTS FOR STATE PARK FACILITIES**

The Contract is between the Department of Natural Resources and Environmental Control, Division of Parks and Recreation ("Division") and _____ ("Vendor") to facilitate the cooperation of the two parties for tenting services to be provided for State Park facilities including but not limited to pavilion areas, picnic areas and special event and meeting facilities.

WHEREAS, the Division plans, develops and maintains all state park areas entrusted to its administration to preserve the natural, scenic and historic values for and on behalf of the citizens of Delaware, and

WHEREAS, the Division maintains facilities that are available for rent by the general public to conduct events including meetings, conferences, weddings, picnics, etc., and

WHEREAS, the Division has established a certification for tent vendors for such events to ensure the utmost care, safety, and quality service is given to park visitors from a reputable business and,

WHEREAS, the installation of large tents can have a significant impact on the park, and

WHEREAS, tent vendors will be charged a fee for the effect which tents and other equipment have on the park environment, visitor experience, staff time and facilities.

NOW, THEREFORE, the Division and Vendor agree to the following conditions when erecting tent(s) in Delaware State Parks:

1. The term of this contract shall be for two (2) years, from January 1, 2010 to December 31, 2011.
2. Vendor agrees to pay the Division a non-refundable fee of \$850.00 for the privilege of providing tenting services in Delaware State Parks. Non-refundable fee shall be paid to the Division upon execution of the contract.
3. Vendor shall pay a per event fee of \$150.00 at designated Special Events and Meeting Facilities (See Attachment A for list of facilities).
4. Vendor must provide and is responsible for maintaining current proof of Certificate of Insurance and Business License.
5. Vendor shall follow the Vendor Requirements included with this contract as Attachment B when erecting a tent in any part of a state park. Further standards may be defined by the Park Superintendent or Facility Manager for specific locations in a given park and/or designated Special Event and Meeting Facilities.

6. Reservations for use of Special Event and Meeting Facilities shall be made through the Facility Manager (Attachment A). Arrangements for service and/or entry into any facility must be coordinated with the Facility Manager.
7. Tent vendor expressly agrees to hold the State of Delaware and any of its employees harmless from any and all claims arising out of any violation by Vendor of any law, regulation or order and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the negligence or carelessness of employees during the tented event.
8. Requests to change any of the terms of this contract must be mutually agreed upon by the vendor and the Division and will be made an Amendment to the Contract.
9. This Contract may be terminated by the Division, without written notice, if the vendor fails to uphold their financial obligation to the Division or fails to comply with the Division's Tenting Procedures.
10. Vendor shall include within all rental agreements a paragraph which provides that the Division reserves the right in the interest of public safety, to cancel, postpone or terminate any event due to wind, fire, lightning or other weather related problems or for electrical problems or for behavior which is not permitted within Delaware State Parks.

IN WITNESS THEREOF, _____, (Vendor) and
the Division execute this contract on the _____ day of _____, 20_____.

DIVISION OF PARKS AND RECREATION

Witness

Manager of Parks

VENDOR

Witness

President/Owner - signature

President/Owner – (print clearly)

Address

City, State, ZIP

Telephone

Attachment A
Delaware State Parks
Special Events and Meeting Facilities

Delaware Seashore State Park
Indian River Lifesaving Station
25039 Coastal Highway
Rehoboth Beach, DE 19971
Facility Manager: Jim Hall
302.227.6991

Cape Henlopen State Park
Biden Environmental Training Center
15099 Cape Henlopen Drive
Lewes, DE 19958
Facility Manager: Mary Wagner
302.644.5005

Bellevue State Park
Bellevue Hall, Cauffiel House
Auburn Heights Preserve
800 Carr Road
Wilmington, DE 19809
Facility Manager: Judi Jeffers
302.761.6952

Alapocas Run State Park
Blue Ball Barn
1021 West 18th Street
Wilmington, DE 19802
Facility Manager: Susan Staats
302.577.1164

White Clay Creek State Park
Judge Morris Estate
425 Wedgewood Road
Newark, DE 19711
Facility Manager: Judi Jeffers
302.761.6952

Attachment B
Delaware State Parks
Tent Vendor Requirements
General Park Area

All tent vendors shall conform to the following requirements and restrictions. Failure to meet these provisions may result in termination of the tent vendor contract.

CERTIFICATES OF INSURANCE AND LICENSES:

1. Vendors must maintain current liability insurance for not less than \$500,000 per occurrence.
2. Vendor must maintain a current business license.
3. Vendor must maintain current vehicular insurance.
4. Vendor shall follow all terms and conditions established by the Delaware Fire Marshal's office.

PROCEDURES:

1. Delivery and set-up must be scheduled on the day of the event. If same day set up is not feasible then arrangements shall be made with the park office for set-up to occur one day prior to the event. Delivery and set-up shall not be permitted more than one day prior to the event without prior arrangement with the Facility Manager or Park Superintendent. - **Jim**
2. The tent vendor shall be solely responsible for any supplies, rented equipment and/or rented furnishes left in the park prior to or following an event. The Division of Parks and Recreation and the park shall have no responsibility for anything left on site.
3. Multiple events may occur throughout a weekend and the vendor shall comply with the first customer's request for tent usage. If a conflict occurs between customers for desired usage of a tent, the vendor shall remove the tent when appropriate to satisfy the wishes of the second customer.
4. At no time will a tent be permitted to stay on a park facility for more than one day past the date the tent is used after the conclusion of the event. Vendors shall remove the tent no later than one day following an event unless the next customer desires the usage of the tent and arrangements have been approved by the Facility Manager, or Park Superintendent if tent is set up in an area other than a Special Event and Meeting Facility.
5. Tents shall be free standing and may not be attached, affixed or abut to any structure owned by the state parks unless specifically designed to accommodate the tent.
6. Rental tables, chairs, etc. must be taken at the time the tent is removed after the event. Tent vendors may not leave any extraneous equipment at a park facility over night.
7. The vendor is responsible for leaving the grounds free of debris related to set up or removal of the tent and any other rental items.
8. Park Superintendents have the authority to assess an additional fee of \$250 for non-compliance of these established Tent Vendor Requirements.